

1  
2  
3  
4 BILL NO. S-77-10- 13.

5 SPECIAL ORDINANCE NO. S- 223-77

6 AN ORDINANCE approving a contract with  
7 Hipskind Asphalt Corporation for  
Resolution No. 5761-1977.

8  
9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated October 5, 1977,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works and Hipskind Asphalt Corporation, for:

14 Resolution No. 5761-1977: To repair and  
install sidewalk on the following streets:

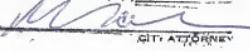
15 Sherwood Terrace from Hartman Road to the alley east of  
Arlington  
16 Maple Grove Avenue from Beaver to the alley east of  
Arlington  
17 Crestwood from Sherwood Terrace to Westover Road  
Sunset Drive From Crestwood Drive to Stratford Road  
Korte Lane from Sunset Drive to Stratford Road  
Westover Road from Hartman Road to Drury Lane  
Stratford Road from Pettit Avenue to Old Mill Road  
Old Mill Road from Pettit Avenue to Westover Road  
Prange from Beaver Avenue to Tacoma  
Pasadena Drive from Beaver Avenue to alley east of  
Arlington  
Pembroke Lane from Westover Road to Indiana Avenue  
Drury Lane from Westover Road to Indiana Avenue  
Maxine Drive from Lexington Avenue to Indiana Avenue  
Lexington Avenue from Old Mill Road to alley east of  
Tacoma  
Beaver Avenue from Pettit Avenue to Lexington Avenue  
Indiana Avenue from Pettit Avenue to Rudisill  
Tacoma Avenue from Pettit Avenue to Rudisill  
South Wayne Avenue from Pettit Avenue to Pasadena Drive  
Arlington from Pettit Avenue to Pasadena Drive  
Branning from Indiana Avenue to alley east of Tacoma  
West Foster Parkway from Indiana Avenue to alley  
east of Tacoma

29 for a total cost of \$130,647.80, of which will be paid under  
30 Barrett Law (by property owners), all as more particularly set  
forth in said Contract which is on file in the Office of the  
31 Board of Public Works and is by reference incorporated herein,  
made a part hereof and is hereby in all things ratified, con-  
firmed and approved.

32 SECTION 2. This Ordinance shall be in full force and  
33 effect from and after its passage and approval by the Mayor.

34   
35 Councilman

APPROVED AS TO FORM  
AND LEGALITY,

  
36 CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by.

Dilawis, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock M., E.S.T.

DATE: 10-11-77

Charles W. Wellerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 10-25-77

Charles W. Wellerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 8223-77 on the 25th day of October, 1977.  
ATTEST: (SEAL)

Charles W. Wellerman  
CITY CLERK

John Nuckles  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of October, 1977, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Wellerman  
CITY CLERK

Approved and signed by me this 26th day of October, 1977, at the hour of 4:00 o'clock P.M., E.S.T.

Robert Armstrong  
MAYOR

Bill No. S-77-10-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance  
approving a contract with Hipskind Asphalt Corporation for  
Resolution No. 5761, 1977

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

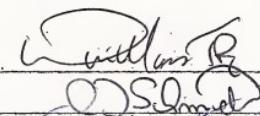
WINFIELD C. MOSES, JR. - CHAIRMAN

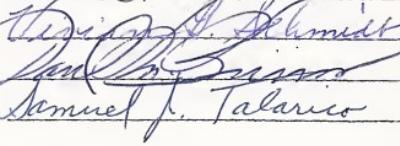
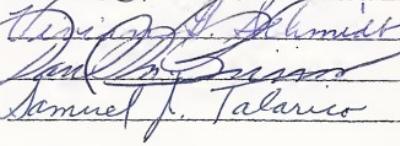
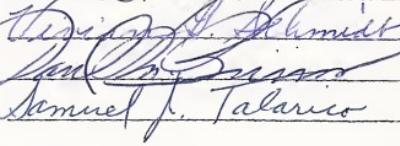
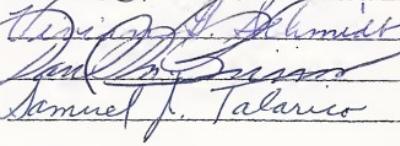
DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

  
W. C. Moses

  
D. J. Schmidt  
  
Vivian G. Schmidt  
  
Paul M. Burns  
  
Samuel Talarico

10-25-77  
DATE James W. White CITY CLERK

# CONTRACT

This Agreement, made and entered into this 5 day of October, 1977

by and between \_\_\_\_\_

----- HIPSKIND ASPHALT CORPORATION -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-prove Resolution No. 5761-1977: To repair and install sidewalk on the following streets: (See attached Sidewalk Resolution).

by grading and paving the roadway to a width of XXXXXXXXXXXXXfeet with XXXXXXXXXXXXXXX upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-ment Resolution No. 5761-1977 and at the following price per linear foot.

At the following prices:

Removal of Sidewalk	Three dollars and sixty cents per square yard	3.60
Concrete Sidewalk (Wingwalk), 6"	One dollar and fifty-six cents per square foot	1.56
Concrete Sidewalk (Curbface), 4"	One dollar and sixty-five cents per square foot	1.65
Concrete Sidewalk, 4"	One dollar and thirty cents per square foot	1.30
Mulched Seeding	One dollar and twenty-five cents per square yard	1.25
Top Soil	Seven dollar and fifty cents per ton	7.50
TOTAL	One hundred thirty thousand six hundred forty-seven dollars and eighty cents	130,647.80

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5761-1977 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Sept. 1, 1978 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 14  
day of Sep., 1977

HIPSKIND ASPHALT CORPORATION

BY: David L. Stephenson

ITS: Pres.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Its Board of Public Works and Mayor.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates;
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color;
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

SIDEWALK RESOLUTION NO. 5761-1977

SOUTHWOOD PARK ADDITION

WHEREAS, the Southwood Park Addition, Westover Place Addition, Old Mill Road Addition Extended, Hoppe's First Addition, Fairmont Place Amended and adjacent properties have deteriorated sidewalks, and

WHEREAS, over 50% of the property owners in Southwood Park area and adjacent properties bounded generally by Pettit, Hartman Road, Lexington, Indiana, Rudisill and alley east of Tacoma, Pasadena and the alley east of Arlington have petitioned the Board of Public Works for the installation of sidewalk repairs, and

WHEREAS, the Board has determined funds are available to proceed with a resolution covering the sidewalk repair, and

WHEREAS, engineering plans and specifications, estimates and preliminary assessment figures have been prepared by the Street Engineering Department and signed by the Board of Public Works.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, that sidewalk repair shall be installed on the following streets:

Sherwood Terrace from Hartman Road to the alley east of Arlington

Maple Grove Avenue from Beaver to the alley east of Arlington

Crestwood from Sherwood Terrace to Westover Road

Sunset Drive from Crestwood Drive to Stratford Road

Korte Lane from Sunset Drive to Stratford Road

Westover Road from Hartman Road to Drury Lane

Stratford Road from Pettit Avenue to Old Mill Road

Old Mill Road from Pettit Avenue to Westover Road

Prange from Beaver Avenue to Tacoma ,

Pasadena Drive from Beaver Avenue to alley east of Arlington

Pembroke Lane from Westover Road to Indiana Avenue

Drury Lane from Westover Road to Indiana Avenue

Maxine Drive from Lexington Avenue to Indiana Avenue

Lexington Avenue from Old Mill Road to alley east of Tacoma

Beaver Avenue from Pettit Avenue to Lexington Avenue

Indiana Avenue from Pettit Avenue to Rudisill

Tacoma Avenue from Pettit Avenue to Rudisill

South Wayne Avenue from Pettit Avenue to Pasadena Drive

Arlington from Pettit Avenue to Pasadena Drive

Branning from Indiana Avenue to alley east of Tacoma

West Foster Parkway from Indiana Avenue to alley east of Tacoma

There shall be no assessments levied against those lots whose sidewalk is determined to be safe and in good structural condition.

Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of six (6) percent per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of same, or for payment of any bond, bonds, certificate, or certificates, issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such improvement, or such monies as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvements, assessment of property, collection of assessments and issuance of bonds therefore, shall be as provided for in 48-3001 or 19-8-17-1 and all amendments thereto and supplemental thereof.

ADOPTED THIS \_\_\_\_\_ day of June, 1977.

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST: \_\_\_\_\_  
Clerk

04-273-21 HZ

6/20/

A M E N D M E N T

SOUTHWOOD PARK ADDITION

SIDEWALK IMPROVEMENT RESOLUTION NO. 5761-1977

Resolved by the Board of Public Works of the City of  
Fort Wayne, Indiana, that Sidewalk Improvement Resolution No.  
5761-1977 - Southwood Park Addition - be amended to include West  
side of Fairfield Avenue from Pettit Avenue to Sherwood Terrace.

Approved this 20 day of June, 1977

Henry P. Weidner

Douglas Scott  
BOARD OF PUBLIC WORKS

ATTEST:

Ursula Miller  
Secretary and Clerk

# GUARANTY BOND

Know All Men by These Presents, That we -----  
-----HIPSKIND ASPHALT CORPORATION----- Contractors  
as principal, and -----  
-----TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS----- as surety  
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED THIRTY  
THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS AND EIGHTY CENTS-----

-----(\$ 130,647.80)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said -----

-----HIPSKIND ASPHALT CORPORATION-----

did on the ----- day of -----

, enter into a contract with the City of Fort Wayne to construct a -----

Pavement

on Resolution No. 5761-1977 Street Name (Southwood Park Addition)

To repair and install sidewalk on the following streets: (See attached  
Sidewalk Resolution.)-----

----- according to certain plans and specifications, and  
for a period of three years  
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said -----

HIPSKIND ASPHALT CORPORATION----- shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 16<sup>th</sup> day of Sep 77

HIPSKIND ASPHALT CORPORATION

(SEAL)

BY: David L. Hefshmid (SEAL)

ITS: Bse. (SEAL)

Approved this ----- day of -----

Board of Public Works

## LIABILITY BOND

Know All Men by These Presents, That we \_\_\_\_\_

-----HIPS KIND ASPHALT CORPORATION-----

as principal, and \_\_\_\_\_

-----TRINITY UNIVERSAL INSURANCE COMPANY OF DALLAS, TEXAS-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED THIRTY THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS AND EIGHTY CENTS-----  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$ 130,647.80)

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this \_\_\_\_\_

16<sup>th</sup> day of

Sep 77

HIPSKIND ASPHALT CORPORATION (SEAL)

TRINITY UNIVERSAL INSURANCE COMPANY

BY: Terence W. [Signature]  
(Attorney-in-Fact)

BY: David L. Hipskind (SEAL)

ITS: Pres. (SEAL)

\_\_\_\_\_ (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

SEPTEMBER 8, 1977

IN RE:

## WAGE SCALE

CODE: S-SKILLED  
 SS-SEMI SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER, 1977.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trade to wit;

## TRADES OR OCCUPATION

	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	11.40	35¢	55¢			3if
BOILERMAKER	S	11.70	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING) (HIGHWAY)	S	9.85		6%		7	2if
	S	10.08	45	35		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.30	40	18+30		6	
ELEVATOR CONSTRUCTOR	S	10.18	49½	32	8%	2	
GLAZIER	S	9.53	12		40	4	25¢Hol
IRON WORKER	S	10.75	75	85		1	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.25-7.55	60	45		9	
	S-US-SS	7.15-8.00	60	45		9	
	S-US-SS	7.15-7.95	60	45		8	
LATHER	S	8.20		25		1	2if
MILLRIGHT & PILEDRIVER	S	10.18		6%		7	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS US	7.90-11.00	40	55		8	
	S-SS-US	7.96-10.30	40	40		8	
	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6¢misc
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER	S	7.20-9.45					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	10.54	40	35		4	13if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS US	8.68-9.63	23.00pw	28.00pw			
	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or subcontractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 28 DAY OF June, 1977

Wayne T. Kepler  
 REPRESENTING GOVERNOR, STATE OF INDIANA  
Henry P. Weisner  
 REPRESENTING THE AWARDING AGENT

Frank M. Rose  
 REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including actions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

# The Trinity Companies

Dallas, Texas 75201

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation do hereby appoint OSCAR C. MITSON, R. KELLY DISSER, JR., OR DEBORAH HORN for HIPSKIND ASPHALT CORPORATION OF FORT WAYNE, INDIANA

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby, in amounts and penalties not exceeding the sum of

**ONE MILLION AND NO/100** Dollars (\$ 1,000,000.00)

EXCEPT NO AUTHORITY IS GRANTED FOR:

1. Bid or proposal bonds where estimated contract price exceeds the amount stated herein.
2. Open Penalty bonds.
3. Bonds where Attorney(s)-in-Fact, appear as a party of interest.

IN WITNESS WHEREOF, TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., have each executed and attested these presents

this 3rd day of JUNE, 19 77.

JUDY FAGAN, ASST. SECRETARY

A. J. TYLER, PRESIDENT

## AUTHORITY FOR POWER OF ATTORNEY

That TRINITY UNIVERSAL INSURANCE COMPANY and SECURITY NATIONAL INSURANCE COMPANY, each a Texas Corporation and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC., a Kansas Corporation, in pursuance of authority granted by that certain resolution adopted by their respective Board of Directors on the 1st day of March, 1976 and of which the following is a true, full, and complete copy:

"RESOLVED, That the President, any Vice-President, or any Secretary of each of these Companies be and they are hereby authorized and empowered to make, execute, and deliver in behalf of these Companies unto such person or persons residing within the United States of America, as they may select, its Power of Attorney constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertaking and as to limits of liability to be undertaken by these Companies, as said Officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such Powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney.

RESOLVED, That any and all Attorneys-in-Fact and Officers of the Companies, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of these Companies as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of these Companies or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized."

## CERTIFICATION OF POWER ATTORNEY

I, Judy Fagan, Asst. Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, SECURITY NATIONAL INSURANCE COMPANY and TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, INC. do hereby certify that the foregoing Resolution of the Boards of Directors of these Corporations, and the Power Attorney issued pursuant thereto, are true and correct and are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each Corporation

this 15th day of SEPTEMBER, 19 77.

JUDY FAGAN, ASST. SECRETARY



*RE* - HIPSKIND ASPHALT CORPORATION, CONTRACTOR  
TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - IMPROV. RESOL. NO. 5761-77 - SOUTHWOOD PK. SDWK.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

*S-77-10-12*

SYNOPSIS OF ORDINANCE CONTRACT - SIDEWALK IMPROVEMENT RESOLUTION NO. 5761-77 - SOUTHWOOD PARK  
AREA, HIPSKIND ASPHALT CORPORATION, CONTRACTOR IN THE AMOUNT OF \$130,647.80

(CONTRACT ATTACHED)

EFFECT OF PASSAGE CONSTRUCTION OF SIDEWALKS IN THE SOUTHWOOD PARK AREA AS DESIGNATED UNDER  
SIDEWALK IMPROVEMENT RESOLUTION NO. 5761-77

EFFECT OF NON-PASSAGE RETENTION OF PRESENT SIDEWALKS, WHICH ARE IN DISREPAIR AND IN NEED  
OF RECONSTRUCTION AND REPLACEMENT

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$130,647.80 TO BE PAID BY PROPERTY OWNERS  
UNDER BARRETT LAW

ASSIGNED TO COMMITTEE

EP

*Public Works*